

SIDNEY J. COHEN, ESQ., SBN 39023
SIDNEY J. COHEN PROFESSIONAL CORPORATION
427 Grand Avenue
Oakland, CA 94610
Telephone: (510) 893-6682
Facsimile: (510) 893-9450

Attorneys for Plaintiff
RICHARD SKAFF

THEODORE I. WHITE (Pro Hac Vice Pending)
DEUTSCH, KERRIGAN & STILES
755 Magazine St.
New Orleans, LA 70130
Telephone: (504) 581-5141
Facsimile: (504) 566-4004
twhite@dkslaw.com

ANNE D. O'NIELL, SBN 120948
CHRISTINA A. LEE, SBN 257905
HINSHAW & CULBERTON LLP
One California Street, 18th Floor
San Francisco, Ca 94111
Telephone: (415) 362-2000
Facsimile: (415) 834-9070
aoniell@hinshawlaw.com
cleee@hinshawlaw.com

Attorneys for Defendants
RITZ -CARLTON HOTEL
COMPANY, LLC, SHC HALF
MOON BAY, LLC and DTRS
HALFMOON BAY, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF

Plaintiff,

V.

RITZ -CARLTON HOTEL
COMPANY, LLC; SHC HALF
MOON BAY, LLC; DTRS HALF
MOON BAY, LLC; and DOES 1-25,
Inclusive,

Defendants.

CASE NO. C 10 01115 CRB
Civil Rights

**STIPULATION, DECLARATION,
AND ~~[PROPOSED]~~ ORDER FOR
ENLARGEMENT OF TIME TO
COMPLETE THE GENERAL
ORDER 56 JOINT SITE
INSPECTION AND TO HOLD
THE GENERAL ORDER 56
"MEET AND CONFER"**

Local Rule 6-2

Stipulation, Declaration, And [Proposed] Order For
Enlargement Of Time To Complete the General Order
Joint Site Inspection And to Hold The General Order 56
"Meet And Confer"

STIPULATION

Plaintiff RICHARD SKAFF, by and through his attorney, and Defendants RITZ-CARLTON HOTELCOMPANY, LLC, SHC HALF MOON BAY, LLC, and DTRS HALF MOON BAY, LLC, by and through their attorneys, stipulate to an enlargement of time from June 24, 2010 to July 20, 2010 to complete the General Order 56 and Court Scheduling Order Joint Site Inspection and an enlargement of time from July 6, 2010 to August 20, 2010 to hold the General Order 56 “meet and confer.”

_____The parties to this action further stipulate that they have been working amicably and cooperatively together and that it is through no fault of either the plaintiff or the defendants that the joint site inspection was not completed by June 24, 2010.

The parties further stipulate that the defendants have granted the plaintiff the right to inspect requested areas of the property in good faith and that none of the defendants has waived its right to assert that the scope of the plaintiff’s inspection described in plaintiff’s declaration exceeds the scope of inspection permissible under the Court’s General Order 56 as it applies to the complaint in this action.

The parties further stipulate that defendants have not waived their rights to assert that plaintiff lacks standing to seek relief for the entire scope of issues described in plaintiff’s counsel’s declaration.

_____The parties further stipulate that this Stipulation may be signed in counterparts and that facsimile or electronically transmitted signatures shall be as valid and binding as original signatures.

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1 Date: June 29,2010

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

2 /s/ Sidney J. Cohen

3
4 Sidney J. Cohen
Attorney for Plaintiff Richard Skaff

5 Date: June 29, 2010

HINSHAW & CULBERTSON and
DEUTSCH, KERRIGAN & STILES

7 /s/ Anne D. O’Niell

8 Anne D. O’Niell
9 Attorneys for Defendants Ritz-Carlton
Hotel Company, LLC, SHC Half Moon Bay,
10 LLC, and DTRS Half Moon Bay, LLC

11 **DECLARATION OF SIDNEY J. COHEN**

12 I, Sidney J. Cohen, declare:

13 1. I am counsel for Plaintiff in this action. I am an attorney in good
14 standing and licensed to practice in the courts of California, in the United
15 States District Courts for the Northern, Eastern, and Central Districts, in the United
16 States Court of Appeals for the Ninth Circuit, and in the United States Supreme
17 Court. If called upon to testify, I would testify as follows:

18 2. Pursuant to General Order 56 and this Court’s Scheduling Order,
19 the parties were required to hold a joint site inspection by no later than June 24,
20 2010 at the property and premises of the Ritz Carlton Hotel in Half Moon Bay,
21 California.

22 3. On June 22, 2010, the parties, counsel, and expert consultants attended
23 an all day site inspection at the property and premises of the Hotel.

24 4. Plaintiff’s two expert consultants were not able to complete their
25 inspection of the property and premises on June 22, 2010 for a variety of reasons,
26 including but not necessarily limited to the following: the broad scope of the areas
27

1 and items to inspect in the Hotel itself, which contains 261 guestrooms, numerous
2 meeting rooms, multiple restaurants, multiple public restrooms, a fitness center, spa,
3 beauty salon, elevators, shops, etc; the broad scope of the areas and items to inspect
4 in additional structures on the property, including but not limited to a separate
5 parking structure, cottages, colony club, tennis courts, etc.; the broad scope of the
6 areas and items to inspect on the numerous paths of travel, sidewalks, curbs, etc
7 spread out over the large common areas between the Hotel and related facilities and
8 along the coastal paths of travel; and the inability to gain access to inspect certain
9 areas and items due to the fact that the Hotel was at, or close to, 100% occupancy
10 on June 22, 2010, including but not limited to the inability to inspect all but one of
11 the designated accessible guestrooms and certain meeting rooms and meeting areas,

12 5. Having anticipated in advance of the June 22, 2010 joint site inspection
13 date that it might take more than one day to conduct the inspection, counsel for the
14 parties had tentatively reserved June 24, 2010 to return to the Hotel to complete the
15 inspection of any remaining items. However, in a discussion with Hotel personnel
16 at the conclusion of the June 22, 2010 inspection counsel were advised that the
17 Hotel was 100% booked for June 24, 2010 and further was booked at or close to
18 100% through approximately July 7, 2010. Consequently, it became clear that access
19 to a substantial portion of the remaining items to inspect, including but not
20 necessarily limited to the numerous designated accessible guestrooms, could not be
21 obtained during the period that the Hotel was booked at, or close to, 100%.

22 6. In further discussion with Hotel personnel at the conclusion of the June
23 22, 2010 inspection counsel for the parties learned that the Hotel was booked to only
24 approximately 40% to 50% capacity from approximately July 7-20, 2010, and
25 counsel presently are in the process of setting a date during that approximate time
26 frame to complete the joint site inspection.

7. Following completion of the joint site inspection it will take a significant period of time for Plaintiff's consultants to prepare their voluminous findings, which then will be transmitted to defendants' counsel for review and evaluation in advance of the "meet and confer." We estimate that thirty (30) to forty (40) calendar days following completion of the joint site inspection to prepare the findings and for Defendant to evaluate, review, and respond to each of the findings in this complex and broad scope case is a necessary time frame between the completion of the inspection and the "meet and confer" if the "meet and confer" is to be meaningful.

8. Based on paragraphs 2-5, supra, the parties need an enlargement of time to no later than July 20, 2010 to complete the joint site inspection and an enlargement of time to August 20, 2010 to conduct the "meet and confer."

9. With the exception of extending the June 24, 2010 joint site inspection deadline and the follow on 10 day meet and confer and mediation deadlines, the extension does not effect court ordered deadlines.

10. A Stipulation to extend the time for Defendants to respond to the Complaint (Docket No. 4) is the only previous modification in the case by Stipulation or Court Order.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 29th day of June, 2010 at Oakland, California.

/s/ Sidney J. Cohen
Sidney J. Cohen

ORDER

Having considered the parties Stipulation and the supporting Declaration, and for good cause shown, the court enlarges the date by which the parties are to complete the joint site inspection to July 20, 2010 and enlarges the date

1 by which the parties are to hold the “meet and confer” to August 20, 2010.

2 **IT IS SO ORDERED.**

3 **Date:** June 30, 2010

